

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 71	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-01-R-0032		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 19 Jul 2001	6. REQUISITION/PURCHASE NO. 12201258	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3321, LISA HOLLAND 9500 MACARTHUR BLVD. WEST BETHESDA MD 20817-5700			CODE N00167	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
			TEL: 301-227-1101 FAX: 301-227-3476			TEL:	
					FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 121, Room 200</u> until <u>14 00</u> local time <u>21 Aug 2001</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME LISA HOLLAND		B. TELEPHONE (Include area code)(NO COLLECT CALLS) (301) 227-1101		C. E-MAIL ADDRESS HollandLA@nswccd.navy.mil	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Engineering and technical services in support of the TUBA program in the areas of ship acoustics; sonar data collection systems; acoustic signal processing; acoustic systems development; acoustic signature reduction research and development; and at-sea experimental test and evaluation design				

ESTIMATED COST

FIXED FEE

TOTAL COST PLUS FIXED FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data in accordance with the DD Form 1423 attached to this contract or to individual task orders issued hereunder				***NSP

The contract period of performance is from the effective date of the contract through five (5) years thereafter. This is an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract. This contract does not include any options.

***Support Costs and Subcontracting:** Support Costs and Miscellaneous/Incidental Subcontracting Costs shall be included in the costs of CLIN 0001. Support Costs at actual costs plus applicable indirect costs only. Support Costs consist of travel, computer usage, shipping, and incidental materials, and are not fee bearing. The value to be assumed for the Support Costs (excluding the indirect costs) in any offer under this solicitation shall be **\$6,565,600.00**. Subcontracting (miscellaneous and incidental) shall be in accordance with FAR 52.244-2 and will be reimbursed at actual costs plus applicable indirect costs only. The value to be assumed for the Subcontracting (excluding the indirect costs) in any offer under this solicitation shall be **\$500,000.00**.

****Fixed Fee:** The fixed fee included in response to this solicitation should include fee for the prime contractor as well as any subcontractors which have been identified as teaming partners in the offeror's proposal. Therefore,

individual task orders negotiated under this contract will determine the fee amount for the order by applying a pro-rata share of this fixed fee to the total estimated costs for the prime, subcontract(s), and consultants negotiated for individual task orders, exclusive of the costs for Support Costs and Subcontracts that are miscellaneous and/or incidental.

***NSP: not separately priced, included in the price of CLIN 0001.

Minimum and Maximum Quantities: As referred to in paragraph (b) of Clause No. 52.216 -22 - Indefinite Quantity, the contract minimum quantity is **\$25,000.00** and the maximum quantity is the Total Contract Amount. The maximum quantity is not to be exceeded without prior written approval from the Procuring Contracting Officer (PCO).

Government Furnished Equipment/Material: The Government will provide Government Furnished Equipment and Government Furnished Material as may be required for performance of the services under the contract to the maximum extent possible.

In accordance with FAR 22.605(a)(5) and Contract Clause 52.222-20 - Walsh-Healey Public Contracts Act (December 1996), as regards supplies and material, the contractor shall:

- (1) Ensure that any material/hardware items that cannot be obtained as GFE/GFM are obtained from manufacturers or regular dealers of these items in accordance with FAR 22.602.
- (2) Obtain competition (items valued over \$2,500.00) whenever possible and shall report to the Contracting Officer the extent of competition sought, obtained, and efforts to ensure future competition for materials/hardware.

Rights in Technical Data and Computer Software: The Government shall have unlimited rights in the technical data and computer software delivered under this contract in accordance with, and as defined in Clause Nos. 252-227-7013 and 252.227-7014 which are contained in Section I of the contract.

SECTION C Descriptions and Specifications

I. INTRODUCTION

The contractor shall perform task assignments in support of Carderock Division, Naval Surface Warfare Center (NSWCCD) projects in the areas of ship acoustics, sonar data collection systems, sonar calibration, sonar performance, sonar self-noise, acoustic signal processing, acoustic systems development, acoustic signature reduction R&D, and at-sea experimental test & evaluation design support. These projects will be directed toward Navy program goals in sonar systems, acoustic data collection systems, ship signature characterization, full scale and model scale ship signature measurements, and acoustic sensor/systems development supporting related programs such as TUBA, ACINT, SASMP, LSV, ISMS, IMAT, LCC and other signature measurement programs. TUBA includes the following systems and their associated support equipment: AN/BQH-5(V) series, AN/BQH9(V) series, AN/BQH-10(V), AN/BQH-11(V) series, ERDS, and the Calibration (CAL) Processor and all follow-on TUBA Data Processing Systems.

The contractor will provide the personnel, material, and facilities necessary to accomplish task assignments within the task areas generally described in this Scope of Work. These efforts will be implemented through the issuance of written assignments described in Task orders (Completion Contract). NSWCCD, through the Contracting Officer's Representative (COR), will provide the GFI/GFE/GFM technical data, and Government Furnished Equipment (GFE) necessary for task performance and will provide information on ship schedules for those tasks requiring visits to fleet units. A list of GFE/GFI/GFM will be provided with each individual Task order. The work to be performed under this contract is applicable to both surface ships and submarines.

*Note: List of Definitions are contained on page 8.

II. SCOPE

Specific work areas are as follows:

TASK AREA 1. Operational Trials Design, Sonar Signature Collection, Analysis and Reporting.

The contractor shall provide trial design engineering and analysis services for special experimental programs, submarine signature trials, and standard Sonar calibration exercises which involve both acoustic and non-acoustic measurements in support of the mission. In support of special programs the contractor may be required to support TUBA trials including data reduction on TUBA, CAL Processor, EMAP, TPEAS or future TUBA Data Reduction Systems, and HAYES and SEAFAC system certification R&D trials; support integrated radiated noise target strength, and related trials, some of which use a combination of HAYES HGA, Low Frequency Target Strength System (LFTS), and the Target Strength Measurement Systems (TSMS) in the same trial period. The engineering and analysis efforts shall include the evaluation of HGA trial data to develop more efficient ways of utilizing the full system capacity during reduced duration trials. Production of draft trials plans, incorporation of Fleet safety and NSWCCD operational guidelines, and accepted

statistical design techniques for at-sea scenarios and installation planning, will be required. The contractor shall also be required to participate in at-sea experiments in the areas of signature collection, data reduction and data management, special trials engineering, ILS support of trials equipment including recommendations for methods of equipment installation acceptable to Fleet Commanders, and providing pre-trial planning for HGA and Target Strength system trials to accomplish more efficient resource utilization. The contractor shall assist NSWCCD personnel in the design and execution of at-sea experiments for the purposes of acoustic and non-acoustic data collection. The contractor shall assist in the planning of tow tracks, submarine tracks, sensor design, manufacture and placement, projector levels and signal type, and pre-assessments of acoustic, non-acoustic and environmental conditions expected to influence the system/test. The contractor shall also furnish personnel to participate in the data collection experiments. These personnel shall provide at-sea data and model analysis support and perform general purpose functions such as the installation and removal of sea test hardware; the operation of tape recorders, sonobuoy receivers, filters, amplifiers, spectrum analyzers and other monitoring and recording equipment; and also maintain data log sheets. To support this task area, the contractor shall be responsible for all necessary logistics, such as providing any necessary special sensors and instrumentation, equipment and expendables/consumables, shipping and handling to support these data collection experiments. The contractor shall accomplish special engineering investigations for NSWCCD acquired data, including real-time spectral processing and data summarization suitable for direct publications. The contractor shall prepare technical presentations and instructive material to serve as guidance to NSWCCD and the Signatures technical community in the data reduction, data processing, and analysis of specialized sonar data. These presentations/materials shall emphasize the technical explanation of system processing characteristics associated with the collection sensors, and shall specify system induced statistical variations of the data. System dependent techniques for the incorporation of low signal-to-noise ratio data in the processed data base shall be analyzed. Procedures to specify the extent of sensor self-noise in data fluctuations shall be incorporated. The contractor shall prepare and/or update operator and user manuals and Interactive Electronic Technical Manuals (IETM) for selected data collection equipment, data reduction/analysis equipment, and sensor system equipment operating in a data gathering mode. Manuals shall encompass system operation, system deployment, system monitoring and system operations employment. Furthermore, the manuals shall specify organizational and operational requirements for data collection, a review of collection directives, and new signature processing requirements and modifications required by the introduction of new systems and/or components. The contractor shall also provide ILS support on selected signature acquisition equipment. The task efforts shall be documented in technical reports and trials summaries.

TASK AREA 2. NSWCCD In-House Signal Processing Support

The contractor shall perform signal processing related to program efforts, including: preparation of ADAC data reduction requests from ADADS, SDI, and/or shipboard logs; operation and maintenance of SoSAS and follow-on TUBA data processing systems (e.g., CAL Processor, EMAP, TPEAS), PTP, ADAS, and related systems; monitoring data flow and quality; performing initial file set-up for post reduction; and data analysis, review, and editing, and database updating and maintenance. The contractor shall provide sonar

measurement products such as Le, sonar sensitivity, SPL, NDI, and shall prepare final tabular summaries and graphical outputs. In addition, the contractor shall perform data averages from data generated in ADAC and make data comparisons to satisfy reporting requirements. The contractor shall also provide operational and maintenance support to the systems at NSWCCD which are used for post-trial analysis, including the Data Management System (DMS), the Analyst View Station (AVS), PTP and the MAX Analyst Terminal (MAT). In addition, the contractor shall provide operational and maintenance support to the NSWCCD in-house systems that provide post-test processing capability for ISMS data.

TASK AREA 3. NSWCCD Signal Processing Support

The contractor shall design, implement, upgrade, and support systems for post-trial processing including ADAS, SoSAS and follow-on TUBA Data Processing systems, HGA, PTP, EMAP, MAX, DMS, AVS, MAT, ISMS post-test processing and related systems. System changes shall be developed, tested, and installed to: expand capabilities; to remain compatible with sonar data gathering systems; or as requested by system users and approved by NSWCCD System Managers. The contractor shall provide changes to existing program documentation and deliver concurrent with system integration. Documentation shall follow accepted standards and include usage and operation instructions. The contractor shall also provide engineering support for NSWCCD's data acquisition and processing systems. The maintenance shall include the ADAS, SoSAS and follow-on TUBA Data Processing systems, PTP, desktop automated systems, tape recorders, disk drives and analyzers, and other measurement/storage instrumentation. Also, engineering support will be required in the areas of operational checkout, corrective and preventative maintenance, calibration, and system documentation.

TASK AREA 4. On Board Sonar System and Acoustic System Support

The contractor shall design and implement specialized analysis algorithms and databases for customized on-board sonar processing equipment and on-board signature monitoring systems to perform selected measurements and data collection. Systems to be incorporated will include automatic controllers associated with AN/BQH-5(V), AN/BQH-9(V), AN/BQH-10(V), AN/BQH-11(V), AN/BQQ-5, AN/BQQ-10, and AN/BSY-1/2 sonar systems and shall include such systems as TOPS and EMAP, TPEAS and future TUBA on-board data processing systems; special purpose measurement equipment such as BATTPHONE; all HAYES and SEAFAC processing and analysis subsystems, including the HGA beamformer, BARB, and ARMS II tracking systems, TOMS, HOSS, AVS, MAX, DMS, D&D workstation and Transient Processor; as well as related shipboard measurement systems, including SARS and SSNFS. The subsystems will be interfaced to data gathering systems such as AN/BQH-9(V) or other TUBA data collection systems, and/or Platform Sonar Systems, and will monitor data during sonar grooves, calibrations, and other acoustic trials. System development shall be performed to enhance acquisition, execution, and processing time dictated by the introduction of additional sonar systems or to meet special objectives. Where applicable, each development will follow the NSWCCD Configuration Management Plans. All system expansions, modifications, and changes are to be documented in accordance with established reporting procedures. The contractor shall provide engineering support for NSWCCD's data acquisition and processing systems in the areas of operational checkout, corrective and preventative maintenance, calibration, and system documentation. Included are EMAP, TOPS, HGA, HAYES telemetry and beamformer data coupling (BDC) systems,

LFTS arrays and telemetry systems, ODAS II, LSV, SARS, SSNFS, and Radiated Noise Measurement Ranging and Tracking Systems. The contractor shall also be required to design, develop, build, and assemble or modify data processing equipment, special cards, or DSP codes required to meet trial objectives.

TASK AREA 5. Measurement System Modeling, Performance Prediction and Data Collection Support

The contractor shall perform engineering analyses involving modeling and systems performance prediction for Navy sonars using advanced digital and electronic sonar interface modeling techniques. The analyses shall involve simulation of various improvements to current AN/BQQ-5 series SA/TA, AN/BSY-1/2 SA/TA/HA, AN/BQG-5, and AN/BQQ-10 sonars and the AN/BQH-9(V), HFA, STA, other TUBA systems, and signature monitoring systems. A complete array/processor performance prediction model shall also be developed and exercised for an evaluation of processor self-noise degradation. EDM test results, as well as at-sea test data, shall be incorporated into these models. Advanced sonar configurations, including AN/BQQ-10 and future sonar configurations, and measurement systems such as the HGA, shall be analyzed, and specific simulations, which provide information on the application of these concepts to program objectives, shall be performed. The contractor shall conduct analyses of HGA measurements to assess noise gain, signature measurement accuracy, and operational performance in shallow and deep water environments. In all cases, simulations shall employ performance models which explicitly account for electronic interfaces and control aspects of modern sonar systems. The contractor shall also provide scientific and technical analyses for several high frequency sonar system developments and assessment efforts using advanced sonar simulation, self-noise evaluation, and signal processing techniques. High frequency sensor concepts shall be considered, and the analyses shall address technical issues relative to the application of the concepts for high frequency data collection. The issues shall include self-noise, design tradeoffs, and groom/calibration procedure modifications for assessing the impact of these sonar programs on the data collection functions, and shall be documented with technical reports.

TASK AREA 6. Algorithms and Numerical Modeling

The Contractor shall be responsible for analyzing, developing, updating, implementing, and maintaining numerical algorithms for acoustic and non-acoustic prediction systems, processors, and trainers. This task area also includes analysis and assessment of AN/BQQ-10 A-RCI APB algorithms. Analysis and implementation shall include a recommendation for the best algorithms for specific uses. Algorithms, databases and models shall be implemented for specific scenarios that can apply to either prediction systems, processors, sonar systems, or trainers. Analysis also includes model/data comparisons, and identification and classification of model and/or data deficiencies. Development may include, but is not limited to, passive and active localization, tracking, classification, signal processing, propagation loss, sound pressure level and target strength computation, transmission path loss, probability of detection, signal synthesis, and beamforming. Algorithms and models will also require software maintenance and upgrades for transportability between platforms, for tactical and training displays, for access to new data bases, and for modeling new sensor characteristics.

TASK AREA 7. Future Data Acquisition and Measurement System Design Analyses and New Systems Development

The contractor shall perform detailed design analyses of future data acquisition and/or measurement systems, methods, and geometries required for new generation submarines such as SEAWOLF and VIRGINIA, as well as DD-21 and other surface ships. Analysis and prediction of measurement system performance for VIRGINIA R&D measurements and VIRGINIA trials will be required. Other areas of study will determine alternative methods for routine signature monitoring using onboard systems and methods for further refining target strength measurement, source characterization, and non-acoustic signatures. The contractor shall also perform detailed analyses of planned new data acquisition systems to assess the impact of such on the requirements for processing and analyzing the resulting data at NSWCCD signature processing facilities. The introduction of new signature acquisition systems employing advanced technologies and new sonar sensor arrays, hydrophone arrays, and telemetry systems, as well as new measurement approaches and new processing/analysis techniques, shall also be studied. The contractor shall use the results of these studies to provide recommendations for upgrading and/or modernizing current facilities and equipment. The results of each study effort shall be documented in a final report. Based on design analyses and studies, the contractor shall be required to develop new radiated noise measurement systems; advanced signal processing systems; Information Technology (IT) systems; and mass data storage, retrieval and analysis systems; structureborne noise and sonar self noise measurement, acquisition, and processing systems in support of Signature Directorate Programs.

TASK AREA 8. Program Management Support

The contractor shall perform scientific and engineering analyses for long term Navy development programs. The analyses will involve combining the disciplines of underwater acoustics, undersea warfare, acoustic propagation, signature data collection, submarine quieting, RCS measurement & reduction, and navy acoustic system development to support NSWCCD participation in current and future signature measurement programs. Analyze and review program areas including planning for advanced transient experimentation, developing POA&M and ILS planning, and support for HAYES HGA and LFTS. Results shall be incorporated into both planning and analysis functions for NSWCCD in each long term project area. The contractor shall provide liaison and progress monitoring of NSWCCD programs through attendance at program design and progress reviews, Engineering Development Model installations, and at-sea test planning conferences. Participation in overall program reviews shall also be required during stages from equipment formulation and validation of new concepts, through engineering design and development, test and evaluation, production, deployment, operations and final disposition of equipment being replaced. Task tracking, status of efforts toward accomplishments of milestones, and overall program feedback shall be provided via periodic status reports and trip reports.

III. CONTRACT MANAGEMENT

The Contractor shall maintain a management structure and management reporting system which will ensure proper and timely performance, delivery, and completion of all contract requirements and individual task requirements. The Contractor shall appoint a Program Manager to act as the focal point for

all communications between the Contractor and Government. The Program manager shall have overall responsibility for accomplishing the efforts ordered under individual Task orders.

The Government may schedule program and technical review meetings to review program and Task order status, and to discuss emergent problems. The contractor shall provide personnel and technical data to support these meetings, and maintain records of the proceedings.

IV. PLACE OF PERFORMANCE

The principal place of performance shall be at the Contractor's facility and/or NSWCCD facilities as specified in Task Orders. Travel may be required to various US Navy ships, shipyards, and Government and Contractor facilities. Travel requirements shall be stated in the Task Orders.

V. DELIVERABLES

The Contractor shall provide a monthly progress and financial status report in accordance with DD Form 1423 CDRL Item A001.

Technical reports and conclusions reflecting the work accomplished under each task set forth in individual Task orders shall be prepared and delivered in accordance with DD Form 1423 CDRL Item A002, and as specified in individual Task orders.

LIST OF DEFINITIONS

ACINT - Acoustic Intelligence
ADAC - Acoustic Data Analysis Center
ADAS - Acoustic Data Analysis System
ADADS - Advanced Digital Auxiliary Data System
AMFIP - Acoustic Measurement Facilities Improvement Program
ARMS - Acoustic Range Measurement System
ATAMS - AMFIP Towed Array Measurement System
ATAMS-NAP - ATAMS Navigation Assistance Program
AVS - Analyst View Station
BARB - Bearing and Range Box
BATTPHONE - Battery operated Hydrophone
BDC - Beamformer Data Coupling
COR - Contracting Officer's Representative
D&D - Detection & Detectability
DMS - Data Measurement System
DSP - Digital Signal Processing
EDM - Engineering Design Model
EMAP - External Monitor And Processor
ERDS - Element Recording Data System
GFE - Government Furnished Equipment
GFI - Government Furnished Information
GFM - Government Furnished Material
HA - Hull Array
HGA - High Gain Array
HFA - High Frequency Array
HOSS - HGA Operator Super Station
IETM - Interactive Electronic Technical Manual
ILS - Integrated Logistic support
IMAT - Interactive Multi-sensor Analysis Trainer
ISMS - Intermediate Scale Measurement System
Le -Sonar self-noise
LFTS - Low Frequency Target Strength System
IT - Information Technology
IMAT - MAX Analyst Terminal
MAT - MAX Analyst Terminal
MAX - MNNAS Extension
MNNAS - Multichannel Narrowband Measurement Analysis System
NSWCCD - Carderock Division, Naval Surface Warfare Center
NDI - Directivity Index
ODAS - Onboard Data Acquisition System
ONI - Office of Naval Intelligence
PTP - Post Trial Processor
R&D - Research & Development
RCS - Radar Cross Section
SA - Spherical Array
SARS - Structureborne Noise Analysis and Recording System
SASMP - Submarine Acoustic Silencing Maintenance Program
SDI - Support Data Interface
SEAFAC - Southeast Alaska Facility
SEAWOLF - Nuclear Submarine Class
SoSAS - Sonar Signal Analysis System
SPL - Sound Pressure Level
SSN - Nuclear Attack Submarine
SSNFS - Sonar Self Noise Field System

STA - Special Towed Array
TA - Towed Array
TOMS - Third Octave Monitoring System
TOPS - TUBA On-Line Processing System
TSMS - Target Strength Measurement System
VIRGINIA - Nuclear Submarine Class

SECTION D Packaging and Marking

The items to be delivered under this contract shall be packaged and marked in accordance with the Contractor's standard practices.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

The contract ordering period shall be from the effective date of the contract through five (5) years thereafter.

The contract performance period shall be from the effective date of the contract through ninety (90) days after the end of the ordering period.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor (To be specified at time of award) at the following address: (To be specified at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to: (To be specified at time of award).

Following verification, the contract auditor (To be specified at time of award) will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report" is required only with the final invoice.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The Contractor shall provide an English translation if the vendor invoice is written in a foreign language.

SECTION H Special Contract Requirements**CLAUSES INCORPORATED BY FULL TEXT****PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (APR 2001) (NSWCCD)**

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.nslcptsmb.navsea.navy.mil/cparmenu.htm>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-

day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	AUG 1996
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.204-7005	Oral Attestation of Security Responsibilities	AUG 1999
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995

252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through five (5) years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$3,000,000.00;

(2) A series of orders from the same ordering office within five (5) days that together exceed \$6,000,000.00.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract ninety (90) days after the end of the ordering period.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a

process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any

country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

John Forrest
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Carderock Division

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(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts over \$250,000.00.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: (To be specified at time of award)

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(6) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or

damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses: <http://www.arnet.gov/far/>

DFAR clauses: <http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

ALL.

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

- (a) The COR for this contract is:

Name: (To be specified at time of award)

Mailing Address:

Code:

Telephone No.:

- (b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).
- (c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No

action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally

priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (MAY 1998) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this Section I.

LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to (To be specified on individual Task Orders) inclusive of fee. It is estimated that these funds will cover the cost of performance through (To be specified on individual Task Orders). Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of (To be specified on individual Task Orders) shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Catherine L. Rowe

ADDRESS: Naval Surface Warfare Center, Carderock Division
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

TELEPHONE: (301)227-1100

GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

<u>PROPERTY</u>	<u>QUANTITY</u>	<u>DATE</u>
-----------------	-----------------	-------------

(To be specified on individual Task Orders)

(b) The property will be delivered at Government's expense at or near (To be specified on individual Task Orders).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (JUNE 2000)

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in

combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

SECTION J List of Documents, Exhibits and Other Attachments

The following documents are physically included in this solicitation document:

DD Form 254	Contract Security Classification Specification
DD Form 1423	Contract Data Requirements List (CDRL)
DD Form 1664	Data Item Description (DID)
	Past Performance Questionnaire
SF LLL	Disclosure of Lobbying Activities

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Note: This paragraph (a)(1)(i)(B) was stayed indefinitely by the Federal Acquisition Circular (FAC) 97-24 interim rule published in the Federal Register (66 FR 17754) on April 3, 2001 (please use paragraph (a)(1)(i)(D) below). Have () have not (), within ~~a the~~ three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; ~~and~~

(C) Note: This paragraph (a)(1)(i)(C) was stayed indefinitely by the Federal Acquisition Circular (FAC) 97-24 interim rule published in the Federal Register (66 FR 17754) on April 3, 2001 (please use paragraph (a)(1)(i)(E) below). Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; ~~and~~

~~(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.~~

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i) ~~(B)~~ (D) of this provision.

(ii) Note: This paragraph (a)(1)(ii)(A) and (B) was stayed indefinitely by the Federal Acquisition Circular (FAC) 97-24 interim rule published in the Federal Register (66 FR 17754) on April 3, 2001. (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ? has not ? within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will

be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-3 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of

the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry;
or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity, Cost Plus Fixed Fee (Completion) type of contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Catherine L. Rowe
 Naval Surface Warfare Center, Carderock Division
 Code 3321, Building 121, Room 200
 9500 MacArthur Boulevard
 West Bethesda, MD 20817-5700

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR clauses: <http://www.arnet.gov/far/>

DFAR clauses: <http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

PROPOSAL PREPARATION REQUIREMENT

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposal. Proposals shall be submitted as three separate documents, as follows:

<u>Documents</u>	<u>Original</u>	<u>Copies</u>
Solicitation, Offer and Award Document (SF-33)	1	1
Technical Proposal	1	5
Cost Proposal	1	5

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offerors responsibility to provide hard copies of the cost proposal.

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

(2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal. The technical proposal shall be page numbered, contain a table of contents, be organized in the following five (5) sections, and shall address in detail the following information:

- I. Technical Understanding
- II. Personnel Experience
- III. Corporate Experience/Past Performance
- IV. Facilities
- V. Management Plan

MANDATORY REQUIREMENTS

Proposals submitted in response to this solicitation shall state whether or not the offeror has the ability, at time of award, to meet the following mandatory requirements:

1. GOVERNMENT FURNISHED EQUIPMENT

NSWCCD facilities and instrumentation shall be made available for the purpose of acoustical data acquisition at-sea and at test sites, and at Carderock, MD and its Detachments for signal processing and analysis in support of tasks issued under this contract. The contractor shall be required from time to time to provide support material necessary for proper GFE operation and utilization in contract performance.

2. SIGNATURE PROCESSING

Performance of the work will require operation of GFE SOSAS and follow-on systems, EMAP, DMS, ISMS, AVS, PTP, ADAS, MAX, and MAT processing equipment. The Government will not pay for operator instruction and training and therefore the contractor must make available personnel capable of such machine operation at no additional cost to the Government unless specifically requested to do otherwise.

3. PROXIMITY TO NSWCCD

Performance of the work will require frequent interchange with NSWCCD project engineer personnel for the purpose of transmitting and discussing classified technical information and for performing data processing on GFE NSWCCD Building 15 facilities. The contractor's facility shall be within 50 miles or 50 minutes from NSWCCD, West Bethesda, MD.

4. SECURITY REQUIREMENTS

Performance of the work requires access to TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION (TS/SCI) by selected personnel and a facility with a secure work/storage area for such data as specified in the Form DD 254 furnished as an attachment to this RFP. The contractor will therefore be required to meet these security requirements, both in terms of project personnel for these tasks and provision of an appropriate work/storage facility.

Some of the personnel assigned to this contract must possess security clearance up to the level of TS/SCI. Specifically, at least two people proposed under the category of Principal Engineer/ Scientist, two people proposed under the category of Senior Systems Engineer, two people proposed as Acoustic Measurement Specialist, must possess security clearances up to the level of TOP SECRET. All other personnel must possess security clearances up to the level of SECRET.

The successful offeror not possessing the required clearances within 60 days after date of contract award may be subject to termination in accordance with FAR Clause 52.249-6 entitled "Termination (Cost-Reimbursement)", at no cost to the Government.

EVALUATION FACTORS

Technical is more important than cost. Detailed evaluation criteria are located in Section M, paragraph (c)(1).

EVALUATION SUB-FACTORS

- I. Technical Understanding
- II. Personnel Experience
- III. Corporate Experience/Past Performance
- IV. Facilities
- V. Management Plan

I. Technical Understanding

The offeror shall demonstrate a technical understanding of the work to be performed under this contract by providing a narrative discussion of the issues relating to each of the task areas covered by the Statement of Work (SOW). The technical approach shall be such as to enable engineering personnel to make a thorough and complete evaluation and arrive at a sound determination as to whether or not the product proposed and described will satisfy the requirements of NSWCCD. To facilitate the evaluation, the technical proposal should be sufficiently specific, detailed, and complete to clearly and fully demonstrate that the prospective offeror has a thorough understanding of the requirements for, and technical problems inherent in, the achievement of work in the various task areas listed below and described in the SOW. The offeror will clearly indicate any tasking area that might require use of proprietary techniques or equipment that would preclude complete disclosure and documentation of the effort. Indicate the types of documentation required for each task area and indicate any types of hardware, software, or documentation that the offeror may consider to be proprietary.

The offerer shall provide a narrative discussion of the scientific, engineering and technical issues, methods, and techniques applicable to each of the 8 task areas in the SOW. Simply restating information contained in the SOW will be considered as lacking a technical understanding of the relevant task area. The task area topics are listed below and a description of each is presented in the SOW.

- Task 1. Operational Trials Design, Sonar Signature Collection, Analysis and Reporting
- Task 2. NSWCCD In-House Signal Processing Support
- Task 3. NSWCCD Signal Processing Support
- Task 4. On Board Sonar System and Acoustic System Support
- Task 5 Measurement System Modeling, Performance Prediction and Data Collection Support
- Task 6. Algorithms and Numerical Modeling
- Task 7. Future Data Acquisition and Measurement System Design Analyses & New Systems Development
- Task 8. Program Management Support

II. Personnel Experience

A. Key Personnel

Submit at least the number of personnel resumes indicated for each key labor category listed below. EACH RESUME SUBMITTED FOR EVALUATION SHALL IDENTIFY THE CURRENT SECURITY CLEARANCE LEVEL.

Each resume must indicate clearly whether it is for a current employee of the offeror or a proposed new hire. If for a proposed new hire, evidence of the employment commitment must be furnished in the form of a letter of intent signed by the proposed new hire.

<u>KEY LABOR CATEGORY</u>	<u>REQUIRED NUMBER OF RESUMES</u>
Principal Engineer/Scientist*	6
Acoustician	2
Senior Systems Engineer*	8
Systems Engineer	8
Programmer	4
Program Management Specialist	1
Acoustic Assessment Engineer	5
Senior Electronics Technician	2
Acoustic Measurement Specialist*	<u>3</u>
Total Resumes	39

*At least two individuals proposed in these key labor categories must possess security clearance up to the level of Top Secret since performance of the work under the resultant contract requires access to Top Secret/Sensitive Compartmented Information (TS/SCI), as specified in the attached DD Form 254.

1. **Principal Engineer/Scientist** shall have a Ph.D. degree (see note A) in engineering or science and 20 years technical experience, with emphasis during the past 8 years in all of the following areas:

- a. Research, development, design, test, and evaluation in the areas of current state-of-the-art Navy submarine sonar systems with emphasis on data gathering systems and with emphasis on signature data acquisition, reduction, and analysis requirements.
- b. Sonar and underwater acoustic system performance evaluation requiring tradeoff analysis of alternate design approaches involving principles of underwater sound, acoustic measurements, and signal processing.
- c. System analysis of large Navy sonar radiated noise, self-noise, and structure borne noise systems including acoustic signal acquisition, transmission, telemetry and processing subsystem, and numerical and acoustic model development, implementation, and data analysis.

d. Signal path analysis of complex acoustic acquisition and signature processing systems that involved stationary, mobile, on-board, and at-sea systems.

e. Oversight of the production of technical documentation on all four technical areas listed above.

2. **Acoustician** shall have a Ph.D. or MS degree (see note A) in engineering or science and 20 years technical experience, with emphasis during the past 8 years in all of the following:

a. Underwater sound measurement, signal processing of underwater acoustic data, engineering application of acoustic theory, and calibration of acoustic measurement systems to determine precise absolute sound pressure level (SPL).

b. Signal processing and modeling as it relates to current Navy sonar systems, ASW, USW, and radiated/self/structure borne noise measurements.

c. Sonar array analysis and modeling using the sonar equations and engineering application of underwater acoustic theory as well as relevant oceanographic phenomena.

d. State-of-the-art sonars and ship acoustical measurement systems.

e. Technical report and document preparation in the four technical areas listed above.

3. **Senior Systems Engineer** shall have a MS degree (see note A) in engineering, science, or mathematics and 10 years technical experience, with emphasis during the past 5 years in all of the following areas:

a. Systems engineering including development, design, testing, operation, and maintenance of sonar and signature data acquisition, reduction, processing and analysis systems.

b. Sonar system, signature acquisition and processing user interface design, specification, and programming including networking and development of communication systems with emphasis on workstations and underwater acoustic data gathering systems.

c. Development of sonar and/or acoustic measurement systems using state-of-the-art processing techniques, workstations and operating systems, e.g., VAX/VMS, HP, HP/UX, PC/DOS/WINDOWS, UNIX, Xwindows/MOTIF, GL, OpenGL, and written in modern programming languages such as C, C++, Fortran, and Assembly.

d. Submarine Sonar and TUBA signature processing system algorithm development in (1) broadband, narrowband, and transient acoustic signatures, (2) beam-forming, (3) array processors, (4) tracking, (5) high-speed/realtime processing and (6) element and stave processing.

e. Technical report and document preparation, including engineering/ fabrication drawings and data detailed specifications for system, subsystem, and component elements, and test and certification plans in four technical areas listed above.

4. **Programmer** shall have a Bachelors degree in computer science or related field and shall have at least 5 years relevant experience. They shall have extensive UNIX, XWindows/MOTIF, GL, OpenGL, FORTRAN and C programming experience.

5. **Systems Engineer** shall have a BS degree (see note A) in engineering, science, or mathematics and 8 years technical experience, with emphasis in the past 4 years in all of the following areas:

a. Development and operation of advance signature measurement and recording systems which includes signal monitoring, signature data reduction and processing, and installation, test, and evaluation in real-time or near real-time environments.

b. Sonar systems analysis involving principles of underwater sound, signal processing of signature data, and engineering applications of acoustic theory.

c. Signature systems networking engineering with emphasis on interprocessing between signature processing platforms including workstations, VAX's, Sparc's, and other components of acoustic signature gathering and current Navy sonar systems.

d. User interface development for sonars and acoustic signature processors involving specifications and modern object oriented programming languages and operating systems as well as the transmission of signature data across interface incorporating telemetry.

e. Technical report, and documentation preparation including engineering/ fabrication drawings and detailed specifications for system, subsystem, and components as related to the four technical areas above.

6. **Senior Electronics Technician** shall have two years technical training beyond High School and 10 years technical experience with emphasis in all of the following:

a. Prototyping, calibration, maintenance and repair of electronic and electrical instrumentation and familiarity with system electronic design.

b. Supervision of electronics technicians and support personnel in electronic and electrical instrumentation design, prototyping, calibration, maintenance and repair.

c. Current experience in the test and checkout of electronic and electrical instrumentation to demonstrate compliance with system specifications, and current experience in documenting the results of these tests.

d. Electronic and electrical equipment and component specification and acquisition to support research and development and acoustical measurement programs.

e. Preparation or supervision of the preparation of engineering drawing packages to best commercial practice or comparable standards.

7. **Acoustic Measurement Specialist** shall have a high school diploma and 20 years technical experience in U.S. Navy acoustical trials and sonar systems with emphasis in all of the following areas:

a. Current Navy submarine sonar and TUBA program systems, signature data acquisition, reduction and analysis techniques, and development of acoustical sea trial plans and agendas.

b. Development, certification, and evaluation of submarine sonar and data gathering systems including AN/BQQ-5, AN/BSY-1/2, AN/BQQ-10, AN/BQH-9(V) and other TUBA program systems, and submarine sonar calibrations and/or calibration processing.

c. Development and update of submarine at-sea operational data gathering procedures for TUBA program and/or other signature measurement systems.

d. Development, modification, installation, or operation of portable or fixed data acquisition systems interfaces to submarine sonar systems.

e. Operational support of at-sea and shore based acoustical processing systems.

8. **Acoustic Assessment Engineer** shall have a BS degree (see note A) in engineering, science, or mathematics and 10 years technical experience, with emphasis in all of the following areas:

a. Acquisition, processing, analysis, and reporting of submarine radiated noise, sonar self-noise, sonar sensitivity, and structure borne noise.

b. Definition of submarine acoustic trial objectives, and the development of technical inputs for acoustical trial agendas and the design, conduct, documentation, and presentation of special acoustical noise evaluation and studies.

c. Participation in at-sea acoustic trials in a directing or coordinating capacity,

d. Design, development, and modification of specialized acoustic information management/analysis systems and analysis and evaluation of alternative acoustic measurement techniques and systems.

e. Acoustical measurement and processing systems equipment assembly, installation, calibration, and checkout.

9. **Program Management Specialist** shall have a BS degree (see note A) and 20 years program analysis, technical management experience, with emphasis in the following areas:

a. Program analysis and technical and program management experience with multi-disciplinary project schedule, financial, and performance data monitoring.

b. Preparation of program management documentation including development of Work Breakdown Structures (WBS), Program Evaluation Review Technique (PERT) charts, Gantt schedule and milestone charts, and Management Information System (MIS) network functions.

c. Use of other program management planning tools including formal training or 1 year experience with the Earned Value Management (EVM) Program Management tool.

d. Planning, programming and budgeting (PPB) cycle of a multi-year project involving ship acoustics, sonar, and acoustic measurement system project data/documentation compilation, formatting and analysis.

e. Plan of Action and Milestones (POA&M) preparation and development of appropriation and multi-year funding profiles, including documentation research and technical status reports and program briefing material for the areas listed above.

Note A:

1. Degree requirements may be satisfied on the following basis:

a. Bachelor's degree equivalent to 8 years experience

b. Masters degree equivalent to:

(1) 12 years experience, or

(2) BS degree plus 4 years experience

c. Doctorate is equivalent to:

(1) MS degree plus 6 years experience, or

(2) BS degree plus 10 years experience

2. The number of years experience used to satisfy degree requirements shall not be counted towards satisfying the number of years of technical experience specified for that labor category.

Note: All proposed personnel must have at least a **SECRET** clearance either within 60 days after award or by the time their assignment to a particular task is required by Task Order. **EACH RESUME SUBMITTED FOR EVALUATION SHALL IDENTIFY THE CURRENT SECURITY CLEARANCE LEVEL.**

B. Non-Key Personnel

The offeror shall provide a statement that the non-key personnel are available with the education and experience levels specified below, to work under the resultant contract.

1. **Junior Systems Engineer** requires a BS degree in engineering or science, and 3 years experience with emphasis in the following areas:

- a. Design, development, testing, and operation of both advanced acoustic acquisition/processing/recording systems and current Navy sonar systems/subsystems.
- b. Acoustical/sonar data acquisition, reduction, and analysis systems development including experience in object oriented design to support modular system evolution.
- c. Development, test and evaluation of data acquisition telemetry/data interface systems to the printed circuit board level.
- d. Real and near real time analog and digital data transmission involving telemetry typical of Navy sonar systems and acoustic measurement systems.
- e. Networking and development of interprocess communication systems as related to sonar systems interface engineering for acquisition and processing environments using HP, Sun, and Sparc workstations and VAX processing systems.

2. **Electronics Technician** requires 1 year technical training beyond high school and 3 years experience in the following areas:

- a. Test, calibration, maintenance and repair of electronic and electrical instrumentation for acoustical measurement systems and/or sonar equipment.
- b. Assembly, calibration, and checkout of electronic components, circuit boards, connectors, and underwater acoustic transducers.
- c. Experience in conducting and documenting electrical system tests in accordance with specified procedures as well as experience in interpreting electrical schematic diagrams.

3. **Fabrication Support Technician** requires 1 year technical training beyond high school and 2 years experience with emphasis in support the fabrication, assembly, test, calibration, maintenance and repair of electronic and electrical instrumentation.

4. **Engineering Analyst** requires a high school diploma and 10 years technical experience in acoustical data collection, compilation, analysis, and documentation with emphasis in the following areas:

- a. Technical experience in supporting submarine and/or surface ship acoustical trials projects and trials documentation, including developing trial agendas, silencing deficiency items, acoustical trial reports, and ship silencing instructions.
- b. Incorporation of tabular and graphical outputs of sonar sensitivity radiated noise, self-noise, structure borne noise, and transient data into technical reports and documentation.
- c. Operating and maintaining acoustical data bases.
- d. Experience with, and understanding of, radiated, platform, sonar self, and structure borne, and transient noise.
- e. Development of presentation materials and graphics to illustrate acoustical trial results, including graphical noise analysis and documentation.

5. **Junior Engineering Analyst** requires a high school diploma and 4 years technical experience in acoustical data collection, compilation, analysis, and documentation with emphasis in the following areas:

- a. Technical experience in supporting submarine and/or surface ship acoustical trials projects and trials documentation, including developing trial agendas, silencing deficiency items, acoustical trial reports, and ship silencing instructions.
- b. Incorporation of tabular and graphical outputs of sonar sensitivity, radiated noise, self-noise, structureborne noise, and transient data into technical reports and documentation.
- c. Operating and maintaining acoustical data bases.
- d. Understanding of, radiated, platform, sonar self, and, structureborne, and transient noise.
- e. Development of presentation materials and graphics to illustrate acoustical trial results, including graphical noise analysis and documentation.

6. **Data Processor** requires a high school diploma and 4 years technical experience with emphasis in the following areas:

- a. Data processing and analysis of acoustical trials data, including data from sonar calibration, target strength, radiated noise, sonar self-noise, and special RDT&E projects.
- b. Operating acoustic data processing and analysis systems, such as PTP, SoSAS, ADAS, MAX Mini-Max, and other VAX based laboratory acoustical processing systems.
- c. Processing and production of tabular and graphical outputs of sonar sensitivity, radiated noise, self-noise, structureborne noise, and transient data for inclusion in technical reports and documentation.
- d. Performing preliminary analyses of acoustical data processing results to verify system operation and identify deficiencies or problems in the data, and prepare first-cut outputs for acoustical data analysts.

7. **Program Management Analyst** requires a BS or BA degree and 2 years of program analysis and documentation experience with emphasis in the following areas:

- a. Preparation and graphical presentation of Work Breakdown Structures (WBSs), Program Evaluation Review Technique (PERT) charts, Gantt schedule and milestones charts, Management Information System (MIS) diagrams, Plan of Action and Milestones (POA&M), and other program management planning tools including formal training or 1 year of experience with the Earned Value Management (EVM) Program Management tool.
- b. Preparation of technical program status reports, program briefing materials, technical documentation and other acoustic measurement system/sonar project management documentation.
- c. Multi-disciplinary project schedule, financial reporting, and performed data monitoring and assessment in support of ship acoustics and Navy sonar programs.

8. **Technical Typist** requires a high school diploma with 3 years experience.

Note: All proposed personnel must have at least a **SECRET** clearance either within 60 days after award or by the time their assignment to a particular task is required by a Task Order. **EACH RESUME SUBMITTED FOR EVALUATION SHALL IDENTIFY THE CURRENT SECURITY CLEARANCE LEVEL.**

The categories and hours listed below will not be included as part of the contract award document but are required for estimating purposes; however, Key Personnel proposed and accepted will be part of the award as specified in section L.

<u>KEY PERSONNEL</u>	Hours
PRINCIPAL ENGINEER/SCIENTIST	12,000
ACOUSTICIAN	4,000
SENIOR SYSTEMS ENGINEER	16,000
SYSTEMS ENGINEER	16,000
PROGRAMMER	8,000
PROGRAM MANAGEMENT SPECIALIST	2,000
ACOUSTIC ASSESSMENT ENGINEER	10,000
SENIOR ELECTRONICS TECHNICIAN	4,000
ACOUSTIC MEASUREMENT SPECIALIST	6,000
<u>NON-KEY PERSONNEL</u>	
JUNIOR SYSTEMS ENGINEER	6,000
ELECTRONICS TECHNICIAN	6,000
FABRICATION SUPPORT TECHNICIAN	4,000
ENGINEERING ANALYST	4,000
JUNIOR ENGINEERING ANALYST	4,000
DATA PROCESSOR	4,000
PROGRAM MANAGEMENT ANALYST	2,000
TECHNICAL TYPIST	4,000

*2000 hours per year is considered a full time position.

III. Corporate Experience/Past Performance

A. A narrative shall be prepared that defines the offeror's corporate history, organization, and scope and depth of experience, as it relates to the tasks specified in the Statement of Work, Section C, i.e., ship acoustics, sonar data collection systems, sonar calibration, sonar performance, sonar self-noise, acoustic signal processing, acoustic systems development, acoustic signature reduction R&D, and at-sea experimental test and evaluation design support.

A tabular matrix of similar or related Government, military, or commercial work that is both on-going or that has been completed within the last three years must be provided, addressing the following items:

- Contract Number
- Contracting activity and address
- Type of Contract
- Contracting Officer's name and phone number
- Contracting activity technical point of contact and phone number
- Award cost/price
- Man-hours of effort
- Period of performance

B. A synopsis of each related contract shall be provided that describes the effort related to the statement of work in terms of ship acoustics, sonar data collection systems, sonar calibration, sonar performance, sonar self-noise, acoustic signal processing, acoustic systems development, acoustic signature reduction R&D, and at-sea experimental test and evaluation design support. The description should specify the nature of the work, similarities with the current proposed work, and the analysis, design, and test experience gained. A bullet matrix relating those contract numbers to the pertinent experience elements as shown below should be presented. The narrative portion should also indicate any occurrence of cost growth and/or schedule delays encountered. The appearance of cost growths and/or schedule delays on past contracts must be explained.

The offeror shall demonstrate past performance in the following areas, as it relates to the tasking in the Statement of Work:

- Customer satisfaction
- Contract compliance
- Quality of performance
- Schedule adherence
- Cost control

For three commercial or Government contracts completed within the last three years for similar or related work, either as a prime or subcontract, the offeror shall send to the cognizant Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), or Contracting Officer Representative (COR) a copy of Past Performance Questionnaire provided under Section J of the RFP. The completed questionnaires shall be completed by the PCO, ACO, or COR and forwarded directly to the following address not later than the closing date specified on the SF 33:

Naval Surface Warfare Center
Carderock Division
Code 3321 Lisa Holland
Bldg 121 Room 200
9500 MacArthur Blvd
West Bethesda MD 20817-5700

The Past Performance Questionnaire may be faxed to Lisa Holland on (301) 227-3476.

The Navy also intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of any offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

IV. Facilities

The offeror shall provide a description of the facilities that would be made available for accomplishing the work identified in the Statement of Work. The facilities must be capable of the following: supporting the design, prototyping, and fabrication of the hardware requirements described in the Statement of Work; providing computer systems for developing and testing software that have the capability of secure computer processing; internet accessibility; and, providing computerized data acquisition and analysis systems used to acquire at-sea data and post-process it in a shore-based laboratory environment.

V. Management Plan

The offeror shall describe their organizational structure and discuss how it will ensure that the work is performed in an efficient, timely, and cost effective manner. Lines of communication and control shall be discussed so that the method of communication between working level and management personnel is understood. Discuss procedures for control of contract performance so that quality of the effort is ensured. Identify the planned use of subcontractors and consultants and discuss the process for subcontracting and subcontract management and control.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) ALTERNATE I (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

Section I is slightly more important than Section II. Section II is more important than Section III. Section III is substantially more important than Section IV. Section IV is slightly more important than Section V.

I. Technical Understanding - **All task areas identified are considered equal.** This sub-factor shall be evaluated based upon the offeror's demonstrated ability to fulfill the requirements of the resultant contract. Has the offeror provided a thorough narrative discussion of the scientific, engineering and technical issues, methods, and techniques applicable to each of the 8 task areas in the SOW? Simply restating information contained in the SOW will be considered as lacking a technical understanding of the relevant task area.

II. Personnel Experience - **All categories required for key personnel are considered equal.** This sub-factor shall be evaluated based on the demonstrated education and experience requirements and the number of resumes specified for the key personnel as detailed in Section L. Offeror's key personnel who do not meet the desired qualifications shall be scored downward as appropriate. Non-key personnel shall be evaluated based on the offeror's statement that the required personnel are available for work who meet the stated qualifications. All resumes for a particular category will be weighted scores based upon the hours proposed for each resume and then an overall average will be derived for that category.

III. Corporate Experience/Past Performance - This sub-factor shall be evaluated based on the information provided by the offeror in regard to their corporate history, organization, and scope and depth of experience, and its relationship to the tasks specified in the Statement of Work, Section C, i.e., ship acoustics, sonar data collection systems, sonar calibration, sonar performance, sonar self-noise, acoustic signal processing, acoustic systems development, acoustic signature reduction R&D, and at-sea experimental test and evaluation design support. The tabular matrix of similar or related Government, military, or commercial work requested shall be reviewed to determine the offeror's experience and familiarity with type of work described in the Statement of Work.

A synopsis of each of the related contracts provided shall be evaluated to determine if the work described is related to the statement of work. The description should specify the nature of the work, similarities with the current proposed work, and the analysis, design, and test experience gained. A bullet matrix relating those contract numbers to the pertinent experience elements as shown below should be presented. The narrative portion should also indicate

any occurrence of cost growth and/or schedule delays encountered. The appearance of cost growths and/or schedule delays on past contracts must be explained.

All Past Performance Questionnaires received shall be evaluated based on the demonstrated past performance in the following areas, and their relationship to the statement of work in terms of ship acoustics, sonar data collection systems, sonar calibration, sonar performance, sonar self-noise, acoustic signal processing, acoustic systems development, acoustic signature reduction R&D, and at-sea experimental test and evaluation design support:

- Customer satisfaction
- Contract compliance
- Quality of performance
- Schedule adherence
- Cost control

Past performance is required by FAR part 15 to be used to assess relative merit among proposals. The Government shall evaluate the offeror's reputation for conforming to specifications and to standards of good workmanship, for accurately estimating and controlling costs, for adherence to contract schedules (including administrative aspects of performance), for reasonable and cooperative behavior and commitment to customer satisfaction and for having a business like concern for the interests of the customer. Be advised the Government may not contact all references or may seek/contact other references. For the particular offeror who lacks past performance history, the relative standing among offerors is based upon all other evaluation factors except past performance. Proposals will be given credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no past performance.

Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. Information may be obtained from the references listed in the proposal, and other customers known to the Government who may have useful and relevant information. Information will also be considered regarding any significant subcontractors. Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The Government intends to award on initial offers received without discussions. However, if discussions are held, offerors determined to be in the competitive range will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review those reports

IV. Facilities - This sub-factor shall be evaluated based on the following: Has the offeror adequately provided a description of the facilities that would be made available for accomplishing the work identified in the Statement of Work? Are the facilities capable of accomplishing the following: supporting the design, prototyping, and fabrication of the hardware requirements described in the Statement of Work; providing computer systems for developing and testing software that have the capability of secure computer processing; internet accessibility; and, providing computerized data acquisition and analysis systems used to acquire at-sea data and post-process it in a shore-based laboratory environment?

V. Management Plan - This sub-factor shall be evaluated based on the following: Has the offeror described their organizational structure and discussed how it will ensure that the work is performed in an efficient, timely, and cost effective manner? Has the offeror adequately discussed their methodology regarding lines of communication and control shall be discussed so that the method of communication between working level and management personnel is understood. Has the offeror sufficiently discussed their procedures for control of contract performance so that quality of the effort is ensured? Has the offeror addressed his planned use of subcontractors and consultants and discuss the process for subcontracting and subcontract management and control?

(2) Cost or Price Proposal.

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are

significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(3) Evaluation of Indirect Rates Applicable to Support Costs:

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for CLIN 0001 plus support and subcontract costs. It is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the not-to-exceed (NTE) amounts specified for support and subcontract costs.

(ii) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate that would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

(d) Competitive Acquisition Instructions.

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should

contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) **Discussion/Final Proposal Revisions.** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) **Basis for Contract Award.** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(g) **Evaluation Factors.** The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance.

- I. Technical Understanding
- II. Personnel Experience
- III. Corporate Experience/Past Performance
- IV. Facilities
- V. Management Plan